

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Antonnio C. Ayoka,

Plaintiff,

**COMPLAINT**

v.

Delta Family-Care Disability  
and Survivorship Plan,

Defendant.

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The Plaintiff in the above entitled action, as and for his Complaint against the above-named Defendant, states and alleges as follows:

**NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE**

1. The present action is a claim for long-term disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).
2. Plaintiff, Antonnio C. Ayoka, is an individual who, at all times relevant, resided in the County of Scott, State of Minnesota. At all times relevant hereto, Plaintiff was an employee of Delta Air Lines, Inc. (Delta) in the State of Minnesota.
3. At all times relevant hereto, through his employment, Plaintiff was a participant in the Delta Family-Care Disability and Survivorship Plan (Plan) sponsored by Delta.
4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. The Plan is self-insured by Defendant Delta is the insurer, fiduciary and administrator of the Plan and is liable for any benefits under the Plan. The agent for service of legal process on the Plan is:

Secretary, Administrative Committee  
Delta Air Lines, Inc.  
Department 981  
1030 Delta Boulevard  
Atlanta, GA 30354

6. Defendant has delegated its authority to Sedgwick CMS to determine claims eligibility. Defendant, as named fiduciary for administration of the Plan, however, maintains liability for the administration of Sedgwick's delegated duties.

#### **RECITATION OF FACTS**

7. At all times relevant hereto, Plaintiff was employed by Delta.

8. Through his employment, Plaintiff was a participant in the group Plan, the Delta Family-Care Disability and Survivorship Plan (Plan) sponsored by Delta.

9. Plaintiff was initially caused to cease working due to adverse health conditions on January 14, 2018. Benefits under the plan were approved and paid through May 19, 2018. Benefits were denied thereafter.

10. Plaintiff timely appealed this decision. Via letter dated August 27, 2018, Plaintiff was advised that the denial of his claim for short-term disability benefits was being upheld. Plaintiff was also advised that he had exhausted his administrative remedies and advised of his right to commence civil litigation, with no statute of limitation provided.

11. Via letters dated January 2, 2019 and April 4, 2019, Plaintiff advised that he was claiming disability due to numerous adverse health conditions that were not considered and that he was also claiming long-term disability benefits.

12. To date, no response to the letters of January 2, 2019 and April 4, 2019 have been received.

**CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF  
PLAINTIFF'S RIGHTS UNDER ERISA**

13. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.

14. Defendant has violated the clear and unambiguous terms of the applicable Plan, ERISA and applicable regulations in ignoring the facts of Plaintiff's case as a whole, and in denying Plaintiff's claims for short and long term disability benefits.

15. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Plan, Plaintiff has been harmed and deprived of benefits due under the terms of the Plan.

16. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Plan, including, payment of short and long term disability benefits wrongfully denied under the terms of the Plan, together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny short and long-term disability

benefits was in violation of the Plan and applicable law, and for the sum of his past short and long-term disability benefits as provided in the Plan, as well as future benefits so long as he remains disabled in accordance with the terms of the Plan, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 27<sup>th</sup> day of June, 2019.

**BEEDEM LAW OFFICE**

*/s Alesia R. Strand*

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